

AGREEMENT/ASSIGNMENT

THIS AGREEMENT/ASSIGNMENT is made the ^{20th} day of January 1998⁹ BETWEEN Cancer Research Ventures UK Ltd of Cambridge House, 6-10 Cambridge Terrace, Regent's Park, London NW1 4JL, United Kingdom (hereinafter called "the Assignee") of the first part and Medical Research Council, of 20 Park Crescent, London W1N 4AL, United Kingdom (hereinafter called "the Assignor") of the second part.

WHEREAS:

- A. The inventors were, at the time the invention was made, employed by the Assignor or were under an obligation to assign rights therein to the Assignor, or have subsequently agreed to assign rights therein to the Assignor, such that rights in such Application are vested in the Assignor.
- B. The parties hereto have agreed that the patent applications described in Schedule 1 (hereinafter referred to as "the Application") should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW THIS DEED WITNESSETH as follows:-

- 1. In consideration of the sum of £1 (one pound) now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) and further in consideration of a revenue-sharing arrangement between the Assignee and the Assignor as beneficial owner of the Application hereby assigns to the Assignee the benefit of the Application, the right, title, and interest therein and all the rights, powers, liberties and immunities arising or accrued therefrom free from all encumbrances to the intent that the grant or patents pursuant to the right to sue for damages and other remedies in respect of any infringement of the Application which may have occurred prior to date hereof, **TO HOLD** unto the Assignee absolutely.
- 2. At the request and cost of the Assignee, the Assignor and the Inventors shall execute all such documents and do all such acts as may from time to time be necessary or proper to obtain the acceptance of the Application and for procuring the grant of patents pursuant to the Application.
- 3. The Assignee shall by virtue of this Assignment be entitled to any patents to be granted pursuant to the Application direct to the Assignee.
- 4. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000 (sixty thousand pounds).

5. This agreement replaces and supersedes any previous assignment agreements.

IN WITNESS whereof the parties hereto have executed this Assignment the day and year first above written.

Executed for and on behalf of CANCER RESEARCH VENTURES UK LIMITED

..... *G. Heathers* *S.E. Foden*
By: *GUY HEATHERS* *S.E. FODEN*

Executed for and on behalf of MEDICAL RESEARCH COUNCIL

..... *M. R. Wood*
By:

Martin R. Wood Ph.D.
Deputy Director, Technology Transfer Group

SCHEDULE 1

Technology 1 – Improvements In or Relating to Immune Response Modification

International Patent Application No. PCT/GB93/02054

Australian Patent Application No. 685399 (granted)

European Patent Application No. EP 93921048.0

Japanese Patent Application No. 508859/1994

Canadian Patent Application No. 2,145,064

**Technology 2 - Improvements In or Relating to Immune Responses to Fusion
Proteins**

US Continuation-in-part Application No. 08/896.535